
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

28-M-APHIS-02

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

3/4/2002

6. REQUISITION/PURCHASE NO.

APPQMBXX0068

7. ISSUED BY CODE: 126395

USDA, APHIS, MRP-Business Services-
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

8. ADDRESS OFFER TO

(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until 2:30 P.M. local time on APRIL 1, 2002.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:
Robert J. Crowther

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
612-370-2115

C. E-MAIL ADDRESS
bob.j.crowther@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
-----------------------------	-----------------------------	-----------------------------	-------------------------------

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
---------------	------	---------------	------

_____	_____	_____	_____
_____	_____	_____	_____

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (2 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY (If other than Item 7) (Same As Issuing Office) Attn: Margie Thorson Contract Administrator	CODE	25. PAYMENT WILL BE MADE BY CODE USDA,APHIS,MRP-Business Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR: Date of award through September 30, 2002.

B.1 PRICING SCHEDULE -- STRING DISPENSERS -- BASE YEAR

ITEM NO.	SUPPLIES/SERVICES	GUARANTEED QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
1.	Gypsy Moth (+) Disparlure Dispenser, String Design, 25 Dispensers per Package.	15,000	PKG	\$_____	\$_____

OPTIONAL -- SEPARATELY PRICED LINE ITEM

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE
2.	Gypsy Moth (+) Disparlure Dispenser, String Design, 25 Dispensers per Package.	200 to 4,000	PKG	\$_____

2

OPTION PERIOD 1: October 1, 2002, through September 30, 2003.

B.2 PRICING SCHEDULE -- STRING DISPENSERS -- OPTION PERIOD 1

ITEM NO.	SUPPLIES/SERVICES	GUARANTEED QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
3.	Gypsy Moth (+) Disparlure Dispenser, String Design, 25 Dispensers per Package.	*15,000	PKG	\$_____	\$_____

* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 1. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE
4.	Gypsy Moth (+)	200 to	PKG	\$_____

Disparlure Dispenser, 4,000
String Design, 25
Dispensers per
Package.

OPTION PERIOD 2: October 1, 2003, through September 30, 2004.

B.3 PRICING SCHEDULE -- STRING DISPENSERS -- OPTION PERIOD 2

ITEM NO.	SUPPLIES/SERVICES	GUARANTEED QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
5.	Gypsy Moth (+) Disparlure Dispenser, String Design, 25 Dispensers per Package.	*15,000	PKG	\$_____	\$_____

* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 1. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE
6.	Gypsy Moth (+) Disparlure Dispenser, String Design, 25 Dispensers per Package.	200 to 4,000	PKG	\$_____

BASE YEAR: Date of award through September 30, 2002.

B.4 PRICING SCHEDULE -- LAMINATE DISPENSERS -- BASE YEAR

ITEM NO.	SUPPLIES/SERVICES	GUARANTEED QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
7.	Gypsy Moth (+) Disparlure Dispenser, Laminate Design, 240 Dispensers per Package.	30	PKG	\$_____	\$_____

OPTIONAL -- SEPARATELY PRICED LINE ITEM

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE
8.	Gypsy Moth (+) Disparlure Dispenser, Laminate Design, 240	5 to 15	PKG	\$_____

Dispensers per
Package.

OPTION PERIOD 1: October 1, 2002, through September 30, 2003.

B.5 PRICING SCHEDULE -- LAMINATE DESPENSERS -- OPTION PERIOD 1

ITEM NO.	SUPPLIES/SERVICES	GUARANTEED QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
9.	Gypsy Moth (+) Disparlure Dispenser, Laminate Design, 240 Dispensers per Package.	30	PKG	\$_____	\$_____

* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 1. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE
10.	Gypsy Moth (+) Disparlure Dispenser, Laminate Design, 240 Dispensers per Package.	5 to 15	PKG	\$_____

OPTION PERIOD 2: October 1, 2003, through September 30, 2004.

B.6 PRICING SCHEDULE -- LAMINATE DESPENSERS -- OPTION PERIOD 2

ITEM NO.	SUPPLIES/SERVICES	GUARANTEED QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
11.	Gypsy Moth (+) Disparlure Dispenser, Laminate Design, 240 Dispensers per Package.	30	PKG	\$_____	\$_____

* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 1. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE
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12.	Gypsy Moth (+) Disparlure Dispenser, Laminate Design, 240 Dispensers per Package.	5 to 15	PKG	\$_____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND AND GENERAL INFORMATION**

Gypsy moth pheromone dispensers are used in traps to detect infestation outside of generally infested areas. Once an infestation has been detected, a grid of traps (from 16 to 49 traps per square mile) is used to delimit the area of infestation. Although the number of traps used in detection survey can be fairly well predicted from year-to-year, the use for delimiting will vary.

Pheromone dispensers are also used for mass trapping as a control measure. This technique uses nine traps per acre. Usage rates for this purpose varies. In addition, pheromone dispensers are used to monitor populations in and along the edge of the generally infested area.

Extended life dispensers are required for use in southern portions of the United States where high temperatures increase emission rates and deplete the reservoir of disparlure to a critical level before the male moth flight period is over. These extended life dispensers are also necessary where operational constraints demand that traps are placed in the field well advance of male flight.

C.2 SCOPE OF CONTRACT

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine requires 2 contracts; one for extended life (+) Disparlure string dispensers, the other for laminate dispensers. Firm, fixed-price, definite quantity contracts are intended. The effective period of the contracts will be from date of award through September 30, 2002, with two (2), 1-year renewal options to extend the effective period, and an option to extend the period on a month-to-month basis thereafter for a period not to exceed an additional 6 months. Each contract effective period will include a guaranteed quantity and unilateral options (separately priced line items) to purchase additional quantities of extended life (+) Disparlure. The Government reserves the right to adjust the guaranteed quantity when exercising the renewal options. The estimated quantities shown in the Schedule represents the Governments best estimate of the quantity to be guaranteed for each of the option periods as of the date this solicitation was issued.

C.3 SPECIFICATIONS - EXTENDED LIFE (+) DISPARLURE DISPENSERS

There are 2 extended life (+) Disparlure dispenser designs that are acceptable for this contract; (1) a plastic laminate, and (2) a USDA developed polyvinyl chloride (PVC-string) dispenser.

Laminate design dispensers shall be 1 inch (25.4 mm) in length, 1/8 inch (3.18mm) wide, 6 mils thick with a 2 mil thick reservoir, and have a 50 m PVC outer layer and an inner polymetric layer containing the

C.3 (Continued)

pheromone (USDA - Leonhardt & Moreno 1982). The dispensers shall be manufactured in 15 inch strips containing 120 dispensers each. The dimensions may vary 1 percent. Packages shall contain 1 or 2 dispenser strips and clearly marked with the quantity of dispensers and the date of manufacture. Total loading of (+) Disparlure shall be 500 ug/dispenser.

The PVC-string design dispensers shall be constructed of multi-stranded nylon twine (1.5 mm diameter x 14 to 16 cm long) coated with a mixture of PVC (+) Disparlure (6.9 ul of (+) Disparlure per gram of liquid PVC by weight). The total loading of (+) Disparlure shall be 500 ug per dispenser (+ or - 10%). The resulting (+) Disparlure concentration on the coated twine shall be approximately 33 ug/cm of string length. Construction shall be such that the previously described release rate and residual content specifications are met.

Dispensers provided under this contract are subject to first article approval - Government testing (Refer to Section I) using laboratory and field bioassays before effecting delivery. The dispensers shall fully satisfy contract specifications; and specifically, the following criteria in USDA conducted aging tests. The average residual (+) Disparlure content of dispensers shall be at least 200 ug after 8 weeks of greenhouse aging, and at least 125 ug and 115 ug after respectively 12 and 16 weeks of greenhouse aging.

Extended life dispensers shall initially contain 500 ug (+ or - 10%) of an APHIS approved lot of an (+) Disparlure. The initial release rate shall be 100 - 200 ng/hr and after 4, 8, 12, and 16 weeks of aging in a greenhouse (average temperature of 32 degrees centigrade), the release rate shall be greater than 30 ng/hr. The method described by Leonhardt et al 1990 shall be used to measure release rates in the laboratory at a constant temperature of 35 degrees centigrade.

C.4 GENERAL PURITY - GOVERNMENT FURNISHED (+) DISPARLURE

Disparlure approved for use will be provided to the Contractor by the Government. The general purity shall be as follows:

1. Colorless clear liquid (a slight straw discoloration may be tolerated).
2. Completely distillable at 110 degrees C <0.5 m (0.5% residue).
3. Refractive index n 1.4435 +/- 0.001.
4. IR and NMR (match standard).
5. Contains 95% cis-7,8-epoxy-2-methyloctadecane as measured by gas chromatographic analysis on a 60 m by 0.25 mm i.d. capillary column coated with DB-1 (non-polar and programmed as follows):

Two (2) min. isothermal at 100 degrees C, then 10 degrees/min. to 250 degrees C, where it is held for 10 minutes. A flame ionization detector is used for analysis. The retention times of

C.4 (Continued)

disparlure and the olefin impurity on the BC-1 column with hydrogen carrier gas are given below. Other capillary columns of equivalent or better resolution may also give acceptable results.

Compound:	Retention Time (Min)
cis-7,8-epoxy-2-methyloctadecane	+17.34
trans-7,8-epoxy-2-methyloctadecane	+17.21
2-methyl-Z-7-octadecane	+15.38

6. Optical rotation: 25
 a +0.8 +/- 0.2 (10% CC1)
 D

Standards

The approved (+) Disparlure material meets both the enantiomeric purity standard and the biological activity standard as described below.

ENANTIOMERIC PURITY

1. Based on measurements on intermediates: > 99% (+) Disparlure 1a. based on measurements using USDA analysis (Oliver and Wade J. Chem. Ecology 21 (2) 1995) contains less than 0.3% of the (-) Disparlure isomer.
2. The proposed method of synthesis shall be submitted with offers submitted in response to this solicitation along with the intended procedure for predicting the optical purity of the final product based on measured purity of the intermediates in the synthesis.
3. Published synthesis are listed below:

Iwaki, et al, J. Amer. Chem. Soc., A6, 3742 (1974)
 Mori, et al, Tetrahedron Letters, 3955, (1976)
 Famum, et al, Tetrahedron Letters, 46, 4009 (1977)
 Mori & Ebata, Tetrahedron Letters, 42, 3471 (1986)
 Satoh, et al, Tetrahedron Letters, 29, 313 (1988)
 Brevet & Mori, Synthesis, 1007 (1992)
 Keinan, et al, Tetrahedron Letters, 33, 6411 (1992)

BIOLOGICAL ACTIVITY

The (+) Disparlure produces a male trap catch of *Lymantia dispar* equal to or greater than that produced by a USDA standard (+) Disparlure at 4 concentrations (10 ug, 100 ug, 1000 ug, and 5000 ug/trap). The test procedure utilizes replicates in a complete randomized block design. Test compounds will be dispensed in 1000 ul of hexane onto cotton wicks. These dispensers are then placed in gypsy moth traps.

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SECTION D - PACKAGING AND MARKING**D.1 AGAR 452.247-72 PACKING FOR DOMESTIC SHIPMENT
(FEB 1988)**

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

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SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES	AUG 1996
	- FIXED-PRICE	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE (FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

USDA, APHIS, PPQ
Otis Plant Protection Center
Building 1398
Otis ANGB, MA 02540

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SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984

F.2 EFFECTIVE PERIOD OF THE CONTRACT (FEB 1988)

The effective period of this contract is from date of award through September 30, 2002, unless renewal options are exercised to extend the period.

F.3 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)

Shipment of deliverable items, other than reports, shall be to:

USDA, APHIS, PPQ
Otis Plant Protection Center
Building 1398
Otis ANGB, MA 02540

F.4 DELIVERY REQUIREMENT

Delivery shall be made within 14 calendar days after after Government approval of first article sample.

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SECTION G - CONTRACT ADMINISTRATION DATA**G.1 DESIGNATION OF ADMINISTRATIVE CONTRACT SPECIALIST**

The Contracting Officer (CO) may designate an Administrative Contract Specialist (ACS) for this contract. The ACS is an Agent of the CO with delegated authority to administer and enforce the terms and conditions of the contract. The ACS shall represent the CO on all contractual matters including, but not limited to, performance and/or nonperformance issues, proposed changes, questions pertaining to contract coverage, interpretation of contract terms and conditions, negotiating and preparing contract modifications, billing or payment issues, disputes/claims, and other contractual matters that may occur during the life of the contract.

In no event will any understanding, agreement, modification, change order, or other matter deviating from the contract be effective or binding to the Government unless it is considered by the ACS and approved in writing by the CO.

PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO COULD RESULT IN A BREACH OF CONTRACT AND NONPAYMENT.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

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PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL 1995)	JAN 1997
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 2001
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) ALTERNATE II (SEP 1989)

(a) The Contractor shall deliver 100 formulated dispensers, using the Government-furnished (+) disparlure, within 10 calendar days from the date of receipt of the Contractor's receipt of the Government-furnished (+) disparlure for first article testing. Samples shall be delivered to the Government at:

I.2 (Continued)

United States Department of Agriculture
Animal and Plant Health Inspection Service
Plant Protection and Quarantine
Otis Plant Protection Center
Building 1398
Otis ANGB, MA 02540

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 14 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval, approval, or disapproval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates

I.2 (Continued)

and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

I.3 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2001)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$54,372 or more; or
- (4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$177,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or

I.3 (Continued)

manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

**I.4 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

I.4 (Continued)

- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information.
 - (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
 - (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

I.4 (Continued)

- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the

I.4 (Continued)

assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account

I.4 (Continued)

(checking, saving, or lockbox).

- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

- (a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46

I.5 (Continued)

U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

	ATTACHMENT	NUMBER OF PAGES
1.	SF-LLL, Disclosure of Lobbying Activities.	1
2.	SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet.	1
3.	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities.	1
4.	Federal Contractor Veterans Employment Report and Instruction Sheet.	2

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PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

K.1 (Continued)

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of

K.2 (Continued)

\$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

In accordance with FAR 52.203-11, above: (Check applicable statement)

☐ An SF-LLL is not required.

☐ An SF-LLL is required and is attached hereto.

K.4 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

K.4 (Continued)(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award,

K.5 (Continued)

the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street
Address, City, State, County,
Zip Code)

Name and Address of Owner and
Operator of the Plant or
Facility if Other than
Offeror or Respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 2001) Alternate I (OCT 2000)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 325998.
- (2) The small business size standard is no more than 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
 - (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the

K.7 (Continued)

representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

 _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business

K.7 (Continued)

concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definitions.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

K.8 (Continued)

There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

K.10 (Continued)

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **(Check each block that is applicable.)**
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.

K.12 (Continued)

11023(b)(1)(A);

- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION) (USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it **has** ☐, **has not** ☐, submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS**

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

**L.2 52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM
(DUNS) NUMBER (JUNE 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.

L.2 (Continued)

- (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) Alternate I (OCT 1997)

- (a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals

L.3 (Continued)

and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer

L.3 (Continued)

determines that accepting the late offer would not unduly delay the acquisition; and--

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror

L.3 (Continued)

or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and

L.3 (Continued)

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable

L.3 (Continued)

total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

ROBERT J. CROWTHER

USDA,APHIS,MRP-Business Services-Contrac
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

- (b) The copy of any protest shall be received in the office

L.5 (Continued)

designated above within one day of filing a protest with the GAO.

L.6 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.7 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.8 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All contract line items
-- NAICS Code 325998
-- Size Standard no more than 500 employees.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 MULTIPLE AWARD CONSIDERATION**

The Government anticipates awarding 2 contracts from offers received in response to this Solicitation; 1 for gypsy moth (+) disparlure string dispensers, the other for laminate dispensers.

M.2 EVALUATION CRITERIA FOR EACH CONTRACT TO BE AWARDED

Award will be made to the responsive and responsible offeror whose offer, conforming to the requirements of the solicitation, represents the lowest-priced technically acceptable offer. For the purpose of this solicitation, the Contractor's past performance and cost or price and other price related factors will be considered. Cost or price and other price related factors is significantly more important than past performance and has a higher weighted value.

NOTE: Offeror's shall provide at a minimum of 3 recent references of customers that have purchased (+) disparlure dispensers and baskets from the proposed manufacturer. Please include the company name, point of contact, mailing address, telephone number, contract or purchase number, date of award/order, quantity ordered, ship to address.

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OIA
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					
Authorized for Local Reproduction Standard Form - LLL					

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Reporting Entity: _____ Page _____ of _____

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FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT VETS-100

OMB NO:1293-0005
Expires 04-30-2001

Persons are not required to respond to this collection of information unless it displays a valid OMB number

RETURN COMPLETED REPORT TO:

U.S. DEPARTMENT OF LABOR
VETERANS' EMPLOYMENT AND TRAINING SERVICE
VETS-100 REPORTING
6101 STEVENSON AVE
ALEXANDRIA, VA 22304

TYPE OF CONTRACTOR (Check one or both as applicable) <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor	TYPE OF FORM (Check only one) <input type="checkbox"/> Single Establishment <input type="checkbox"/> Multiple Establishment-Headquarters <input type="checkbox"/> Multiple Establishment-Hiring Location <input type="checkbox"/> Multiple Establishment-State Consolidated (specify number of locations) _____;MSC)
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COMPANY IDENTIFICATION INFORMATION (Omit if items preprinted above)

COMPANY No:	TWELVE MONTH PERIOD ENDING	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>M</td><td>M</td><td>D</td><td>D</td><td>Y</td><td>Y</td> </tr> </table>										M	M	D	D	Y	Y
M	M	D	D	Y	Y												
NAME OF PARENT COMPANY:	ADDRESS (NUMBER AND STREET):																
CITY:	COUNTY:	STATE:	ZIP CODE:														

NAME OF HIRING LOCATION:	ADDRESS (NUMBER AND STREET):				
CITY:	COUNTY:	STATE:	ZIP CODE:		

SIC:		DUNS:		EMPLOYER I.D. No. (IRS TAX No.)	
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INFORMATION ON VETERANS

REPORT ALL REGULAR FULL-TIME OR PART-TIME EMPLOYEES AND NEW HIRES WHO ARE VETERANS, AS DEFINED ON REVERSE. DATA ON NUMBER OF EMPLOYEES ARE TO BE ENTERED IN COLUMN L, M, AND N. DATA ON NEW HIRES ARE TO BE ENTERED IN COLUMNS O, P, Q, AND R. ENTRIES IN COLUMNS O THROUGH R, LINES 1 THROUGH 9, AND COLUMNS L, M, AND N, LINE 10 (GRAY SHADED AREAS) ARE OPTIONAL. ENTRIES IN COLUMN N, LINES 1-9; COLUMN Q, LINE 10 AND THE MAXIMUM AND MINIMUM NUMBER OF EMPLOYEES (AREAS SHADED LIGHT GRAY) ARE OPTIONAL FOR 2000 ONLY AND WILL BE REQUIRED FOR THE 2001 REPORTING CYCLE. DETAILED INSTRUCTIONS ARE FOUND ON THE REVERSE OF THIS FORM.

JOB CATEGORIES	NUMBER OF EMPLOYEES			NEW HIRES (PREVIOUS 12 MONTHS)			
	SPECIAL DISABLED VETERANS (L)	VIETNAM ERA VETERANS (M)	OTHER VETERANS (N)	SPECIAL DISABLED VETERANS (O)	VIETNAM ERA VETERANS (P)	OTHER VETERANS (Q)	TOTAL NEW HIRES, BOTH VETERANS AND NON-VETERANS (R)
OFFICIALS AND MANAGERS 1							
PROFESSIONALS 2							
TECHNICIANS 3							
SALES WORKERS 4							
OFFICE AND CLERICAL 5							
CRAFT WORKERS (SKILLED) 6							
OPERATIVE (SEM-SKILLED) 7							
LABORERS (UNSKILLED) 8							
SERVICE WORKERS 9							
TOTAL 10							

Report the total maximum and minimum number of regular employees on board during the period covered by this report.

Maximum Number Minimum Number

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FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT (VETS-100)

WHO MUST FILE

The Vets-100 report is to be completed by all nonexempt federal contractors and subcontractors with contracts or subcontracts for the furnishing of supplies and services or the use of real or personal property for \$25,000 or more. Services include but are not limited to the following services: Utility, construction, transportation, research, insurance, and fund depository, irrespective of whether the government is the purchaser or seller. The existence of \$25,000 or more in federal contracts or subcontracts during a given calendar year establishes the requirement to file a VETS-100 Report during the following calendar year.

WHEN TO FILE

This annual report must be filed no later than September 30. Mail to the address pre-printed on the front of the form.

LEGAL BASIS FOR REPORTING REQUIREMENTS

Title 38, United States Code, Section 4212(d) and PL 105-339, require that federal contractors report at least annually the numbers of: 1) special disabled veterans, 2) veterans of the Vietnam era, and 3) other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized who are in their workforce. Reporting is required by hiring location and includes both the number employed and the number of new hires, within the three categories listed above. The number of veterans employed within these categories is to be broken out by job category and maximum and minimum total employment is to be reported as well.

HOW TO SUBMIT THE VETS-100 REPORTS

Single-establishment employers must file one completed form. All multi-establishment employers, i.e., those doing business at more than one hiring location, must file (A) one form covering the principal or headquarters office; (B) a separate form for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate form for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Each state consolidated report must also list the name and address of the hiring locations covered by the report. Company consolidated reports such as those required by EEO-1 reporting procedures are NOT required for the VETS-100 report. Completed reports for the headquarters location and all other hiring locations for each company should be mailed in one package to the address indicated on the front of the form.

RECORD KEEPING

Employers must keep copies of the completed annual VETS-100 report submitted to DOL for a period of two years.

HOW TO PREPARE THE FORMS

As VETS only sends one copy of the VETS-100 Reporting form to each headquarters location, multi-establishment employers submitting hard copy reports should produce facsimile copies of the headquarters form for reporting data on each location.

Type of Contractor Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check both boxes.

Type of Form If a reporting organization submits only one VETS-100 Report form for a single location, check the Single Establishment box. If the reporting organization submits more than one form, only one form should be checked as Multiple Establishment-Headquarters. The remaining forms should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated forms, the number of hiring locations included in that report should be entered in the space provided. For each form, only one box should be checked within this block.

COMPANY IDENTIFICATION INFORMATION

Company Number Do not change the Company Number that is printed on the form. If there are any questions regarding your Company Number, please call the VETS-100 staff at (703) 461-2460 or e-mail HELPDESK@VETS100.COM.

Twelve Month Period Ending Enter the end date for the twelve month reporting period used as the basis for filing the VETS-100 Report. To determine this period, select a date in the current year between July 1 and August 31 that represents the end of a payroll period. That payroll period will be the basis for reporting Number of Employees, as described below. Then the twelve month period preceding the end date of that payroll period will be your twelve month period covered. This period is the basis for reporting New Hires, as described below. Any federal contractor or subcontractor who has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-100 Report.

Name and Address for Single Establishment Employers COMPLETE the identifying information under the Parent Company name and address section. LEAVE BLANK all of the identifying information for the Hiring Location.

Name and Address for Multi Establishment Employers For parent company headquarters location, COMPLETE the name and address for the parent company headquarters. LEAVE BLANK the name and address of the Hiring Location. For hiring locations of a parent company, COMPLETE the name and address for the Parent Company location. COMPLETE the name and address for the Hiring Location.

SIC Code, DUNS Number, and Employer ID Number Single Establishment and Multi Establishment Employers should COMPLETE the SIC Code, DUNS Number, and Employer ID Number as described below.

SIC Code Enter the four (4) digit SIC Code applicable to the hiring location for which the report is filed. If there is not a separate SIC Code for the hiring location, enter the SIC Code for the parent company.

Dun and Bradstreet I.D. Number (DUNS) If the company or any of its establishments has a Dun and Bradstreet Identification Number, please enter the nine (9) digit number in the space provided. If there is a specific DUNS number applicable to the hiring location for which the report is filed, enter that DUNS Number. Otherwise, enter the DUNS number for the parent company.

Employer I.D. Number (EIN) Enter the nine (9) digit numbers assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the parent company.

INFORMATION ON VETERANS

Number of Employees Select any payroll period ending between July 1 and August 31 of the current year. Provide all data for regular full-time and part-time employees who were special disabled veterans, Vietnam-era veterans, or other veterans employed as of the ending date of the selected payroll period. Do not include employees specifically excluded as indicated in 41 CFR 61-250.2(b)(2). Employees must be counted by veteran status for each of the nine occupational categories (Lines 1-9) in columns L and M. Blank spaces will be considered zeros.

New Hires Report the number of regular full-time and part-time employees by veteran status who were hired (both veterans and non-veterans) and who were included in the payroll for the first time during the 12-month period ending between July 1 through August 31 of the current year. The totals in columns O, P and R (Line 10) are required. Enter all applicable numbers, including zeros.

Maximum/Minimum Employees Report the maximum and minimum number of regular employees on board during the period covered as indicated by PL 105-339.

DEFINITIONS:

"Hiring location" means an establishment as defined at 41 CFR 61-250.2(b).

"Special Disabled Veteran" means (A) a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans' Affairs for a disability (i) rated at 30 percent or more, or (ii) rated at 10 or 20 percent in the case of a veteran who has been determined under Section 3106 of Title 38, U.S.C. to have a serious employment handicap or (B) a person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam-era" means a person who: (A) served in the military, ground, naval or air service of the United States on active duty for a period of more than 180 days, and was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty occurred: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases; or (B) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases.

Other Veterans means veterans who served in the military, ground, naval or air service of the United States on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. To identify the campaigns or expeditions that meet this criterion, contact the Office of Personnel Management (OPM) and ask for the OPM VETS Guide, Appendix A. A local OPM telephone number may be found in the telephone book under Federal Government or consult Directory Assistance for your area code for the nearest OPM location. For those with Internet access, the information required to make this determination also is available at <http://www.opm.gov/veterans/html/vgmedal2.htm>.

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Office of Information Management, Room N-1301, 200 Constitution Avenue, N.W., Washington D.C. 20210. All completed VETS-100 Reports should be sent to the address indicated on the front of the form.